

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

AIM LEASING COMPANY, et al.,) CASE NO.: 4:14-CV-02161
)
Plaintiffs,) JUDGE: BENITA Y. PEARSON
) MAGISTRATE GEORGE J. LIMBERT
vs.)
)
RLI CORP., et al.,) **HARBOR AMERICA SPECIALTY**
) **BROKERAGE, LLC'S INITIAL**
Defendants.) **DISCLOSURES**
)

Pursuant to Rule 26(A)(1) of the Federal Rules of Civil Procedure, Defendant Harbor America Specialty Brokerage, LLC makes the following Initial Disclosures based upon information currently known.

I. INDIVIDUALS LIKELY TO HAVE DISCOVERABLE INFORMATION:

1. Employees/Representatives of Plaintiffs Aim Leasing Company, Aim Leasing Drivers Company, and Aim Integrated Logistics, Inc.;
2. Employees/Representatives of RLI Corp., RLI Insurance Company, and RLI Transportation;
3. Employees/Representatives of Defendant Safe Fleet Insurance Services;
4. Defendant David Williams;
5. Employees/Representatives of Defendant Harbor American Specialty Brokerage, LLC, and Harbor America East, Inc.;
6. Defendant Rick Walker;
7. Employees/Representatives of Main Street America MGA Inc.;

8. Employees/Representatives of ULLICO Casualty Company;
9. Employees/Representatives of Third-Party Defendant RJL Insurance Services, Inc.;
10. Third-Party Defendant Richard J. Leibfried;
11. Any and all persons identified in documents obtained through discovery;
12. All persons identified by Plaintiffs;
13. All persons identified by Co-defendants and/or Third Party Defendants; and
14. Experts engaged by any parties.

It is anticipated that each of the foregoing individuals will or may have knowledge concerning the allegations set forth in the Complaint and/or Answers.

As discovery is ongoing, Defendant reserves the right to update this disclosure pursuant to the Federal Rules of Civil Procedure, and as this Court may order.

II. DESCRIPTION OF DOCUMENTS:

1. Correspondence between Plaintiffs, Defendants, and Third Party Defendants; and
2. Documents in the custody of Defendants/Third Party Defendants relative to Plaintiffs' claimed damages;

III. COMPUTATION OF DAMAGES:

This subsection is not applicable as Defendant has not asserted a counter-claim for any category of damages against Plaintiffs.

IV. INSURANCE AGREEMENT:

Will provide. Harbor America Specialty Brokerage, LLC is insured under an agents and brokers errors and omissions policy through Essex Insurance Company. The policy period is January 16, 2014 to January 16, 2015 with a per claim policy limit of \$5,000,000.

V. **EXPERTS:**

Pursuant to Rule 26(a)(2)(A), identification of Rule 702/703/705 witnesses is premature at this time, and such disclosure will be supplemented in accordance with the Federal Rules of Civil Procedure and this Court's Order.

Respectfully submitted,

MAZANEC, RASKIN & RYDER CO., L.P.A.

s/Joseph F. Nicholas, Jr.

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Counsel for Defendant Harbor America Specialty Brokerage, LLC

CERTIFICATE OF SERVICE

I hereby certify that on July 8, 2015, a copy of the foregoing Harbor America Specialty Brokerage, LLC's Initial Disclosures was filed electronically. Notice of this filing will be sent to all registered parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

s/Joseph F. Nicholas, Jr.

JOSEPH F. NICHOLAS, JR. (0038063)

MICHAEL P. BYRNE (0089603)

Counsel for Defendant Harbor America Specialty Brokerage, LLC